



City of Norfolk

**RFP 5226-0-2017/DH, Comprehensive Medical, Dental and
Mental Health Services for Inmates of the Norfolk City Jail**

Issuing Office: Office of the Purchasing Agent

Attn: Danny Hawk, Procurement Specialist

232 E. Main Street, Suite 250

Norfolk, VA 23510

V: 757-664-4026

danny.hawk@norfolk.gov

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Pre-Proposal Conference and Site Visit: March 16, 2017 at 10:00 a.m.

Norfolk Sheriff's Administration Building

811 E. City Hall, Small Classroom

Norfolk, Virginia 23510

RFP Opening date and Time: April 4, 2017 at 2:00 p.m. Eastern Time

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1_____ #2_____ #3_____ #4_____ (Please Initial)

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

Offeror Legal Name:	
Offeror Address:	
Virginia State Corporation Commission Number:	
Offeror Contact Name:	
Offeror Contact Email Address:	
Offeror Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	
Date of Proposal:	

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SECTION I – PURPOSE, BACKGROUND, AND SCOPE OF SERVICES

A. Purpose:

The Norfolk Sheriff's Office (the "NSO") and the City of Norfolk (the "City") seek to enter into a contract ("Contract") with one or multiple qualified firms to provide (1) an on-site medical services program to meet the medical needs of inmates (initial physical assessments, ongoing evaluation and treatment of medical conditions, stabilization of urgent and emergency medical/psychiatric conditions, and medication management); (2) an on-site dental services program to meet the needs of inmates (initial assessment, extractions, examinations, and emergency treatment); (3) an on-site mental health care delivery program to meet the needs of the inmates; and (4) an off-site Preferred Provider Network of medical facilities, physicians, and other ancillary medical providers to provide medically necessary services to inmates which cannot be provided on-site at the Norfolk City Jail (the "NCJ").

The primary objective of the Contract is to provide medically necessary services and maintain a level of quality in accordance with standards established by the Commonwealth of Virginia, Department of Corrections (DOC), the National Commission on Correctional Health Care (NCCHC) and the American Correctional Association (ACA). The NCJ was accredited by the NCCHC in May 2007, re-accredited in April 2013, accredited by the DOC in September 2016, accredited by the Virginia Law Enforcement Professional Standards Commission (VLEPSC) in January 2004 and re-accredited by that same Commission again in February 2008 & January 2012.

The Contract will cover all inmates who are housed in the NCJ and all persons in the custody of the NSO. Offerors are encouraged to submit innovative and creative proposals from to the specifics of this RFP, provided that the level and quality of services are maintained in accordance with the standards of the DOC, NCCHC, ACA, and VLEPSC. If there are conflicts among the standards, the standards of the DOC prevail.

B. Background:

1. NCJ's physical plant consists of Tower I, an eight-story building constructed in 1962, a two-story Community Corrections building constructed in 1989, and an eight-story building (Tower II) constructed in 1997 and connected to Tower I. The NCJ is located within the City's municipal complex.
2. The NSO has the ability to transfer inmates to the Hampton Roads Regional Jail, where the NSO and the City contracts for two hundred fifty (250) beds.
3. The current inmate population consists of male and female adult offenders. The inmate population includes pre-trial, convicted, and those awaiting transfer to a state correctional facility.
4. The current contractor for the NCJ is Correct Care Solutions, LLC, a Tennessee limited liability company
5. To assist potential vendors in the preparation of a response to this request, medical service activity statistics, and average daily inmate population information are attached as follows:
 - Attachment G: Medical Activity for FY 2013
 - Attachment H: Medical Activity for FY 2014
 - Attachment I: Medical Activity for FY 2015

- Attachment J: Inmate average daily population for FY 13, FY 14 and FY 15
- Attachment K: Inventory of medical equipment
- Attachment L: Inventory of medical department furniture
- Attachment M: Minimum Staffing Requirements

C. Scope of Services:

The scope of work is as follows:

1. GENERAL INFORMATION:

The health care services are centrally located to reduce inmate movement as much as possible. The medical facilities at the NCJ comprise the following areas to support the delivery of health care services:

- **Health Services Administrator's Office** located on the third (3rd) floor of Tower II, adjacent to Medical Central.
- **Director of Clinical Nursing's Office** located on the third (3rd) floor of Tower II.
- **Female Medical Clinic and Medical Director's Office** with two (2) examination areas located on the eighth (8th) floor of Tower II.
- **Male Medical Clinic and Medical Director's Office** with two (2) examination areas located on the third (3rd) floor of Tower II.
- **Medical Central** located on the third (3rd) floor of Tower II, and includes a male patient care area.
- **Mental Health Office** located on the eighth (8th) floor of Tower I.
- **Pharmacy** located on the third (3rd) floor of Tower II.
- **Medical Records Office** located on the third (3rd) floor of Tower II.
- **X-ray Laboratory** located on the eighth (8th) floor of Tower I.
- **Intake Screening Area** located in the NCJ booking area.
- **Medical Storage Area** located on the eighth (8th) floor of Tower II.
- **Dental Examination and Treatment Room** located on the eighth (8th) floor of Tower I.
- **Suicide Blocks** located on the second (2nd) floor of Tower I (males), and eighth (8th) floor of Tower II (females).

Any changes in the use of these facilities must be pre-approved by the Sheriff.

The male medical clinic on the third (3rd) floor, Tower II, and the female medical clinic on the eighth (8th) floor, Tower II, are used to hold nurse or doctor sick call Monday through Sunday. These areas are also used to provide emergency care as required. Additionally, the medical staff has the ability to hold sick call on the individual floors in the NCJ in specific areas designated for privacy.

The medical housing observation units are located near the NCJ's medical clinics on the third (3rd) and eighth (8th) floors. Each housing unit consists of three isolation cells. There is one housing unit designated for male inmates who require continuous observation, 3L01, 3L02, and 3L03. The main housing units designated for male observation are cellblocks 3J which consists of cells 3J01 through 3J12, 3K, which consists of cells 3K01 through 3K04, and one large dayroom.

There is one large dayroom, which allows each classification group to share equally. Female inmates' observation housing units are 8L01, 8L02, and 8L03, located on the eighth (8th) floor, Tower II. It is not intended that these housing units be used as an infirmary. The NCJ does not have an infirmary.

There are two areas for suicide precautions in the facility; they are located on the second (2nd) floor, Tower I, and the eighth (8th) floor, Tower II.

Nothing contained in this RFP will be construed in any way to limit the NCJ in its housing assignment decisions or in the number of inmates housed or in its use of any of its facilities. The Contractor will be responsible for providing health care to all inmates regardless of housing assignment. Inmates are not allowed in the medical administration spaces for any reason.

The NCJ clinics contain standard medical equipment. The medical equipment made available by the NSO is the property of the City and will be maintained and replaced, if necessary, at the sole discretion and expense of the NSO. Attachment K details the list of minimum equipment that will be provided by the NSO.

If an offeror proposes to add or utilize any additional medical equipment, such equipment must be listed and submitted as an exception to the RFP. The successful offeror ("Contractor") shall provide and use an Electronic Medical Records (EMR) system. The NSO will not be a party to the purchase or leasing of additional medical equipment, supplies, services or EMR system. The Contractor will be responsible for warranties and maintenance on any medical equipment or EMR system which it leases or purchases.

Attachment L lists the office furniture and equipment provided by the NSO for the medical clinics and administration spaces.

2. UTILIZATION MANAGEMENT

The Contractor shall establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to preferred providers including sub-specialty and inpatient stays. The program must include non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, and prospective denial, discharge planning and prior authorization of targeted procedures. The utilization management program must demonstrate that the use of off-site services has been appropriate and that the length of stay, if applicable, is neither longer nor shorter than medically indicated.

3. ON-SITE MEDICAL SERVICES

The Contractor shall provide an on-site medical services program that focuses on cost containment without compromising the quality of services deemed medically necessary.

A. Treatment Protocols

Techniques and treatment protocols included in this program should be for managing the following list of most prevalent medical conditions or diagnoses, at a minimum, but not limited to:

- Minor lacerations, bruises (suturing, administration of Tetanus Toxic, etc.);
- Respiratory and chest pain;
- Alteration of consciousness;
- Trauma injuries;
- Asthma;
- Abdominal pain/disorders;
- Cellulitis (infection of the skin);
- Joint pains;
- Diabetes and complications;
- Myocardial infarctions (heart attacks);
- Varicose ulcers (lesions on the lower extremities secondary to complications of diabetes and other circulatory problems);
- Menstrual disorders;
- AIDS and related illnesses;
- Venous insufficiency (blood vessel disorder);
- Hypertension;

- Drug psychoses;
- Tuberculosis;
- Pandemic flu;
- MRSA;
- Epilepsy;
- Cirrhosis and liver disease; and
- Hepatitis.

Additionally, the Contractor shall have the minimum equipment, supplies, and treatment protocols in place to provide the following basic clinical assessment studies:

- Urine testing;
- Blood sugar testing;
- Electrocardiograms (EKG's);
- Cardiopulmonary resuscitation (CPR);
- Tuberculin PPD testing;
- Pregnancy testing;
- Gram stains;
- Hemocult testing and Hematocrit testing; and
- Automatic External Defibrillator (AED).

B. Intake Screening

A licensed Registered Nurse (RN), Licensed Practical Nurse (LPN), Physician Assistant (PA), or Nurse Practitioner (NP) shall perform intake screening examinations on all incoming inmates. An LPN or higher qualified medical professional must be assigned to the intake area twenty-four (24) hours a day, seven (7) days a week. Screening examinations must be completed immediately upon processing into the NCJ. The screening examination must identify those with mental disorders, inmates in need of isolation or close supervision, and those with suicidal tendencies.

The screening examination must include, at a minimum, but not limited to, performance, and documentation of the following:

Inquiry into current illnesses, health problems, and conditions, including:

- Any past history of tuberculosis or other infectious or communicable illness, or symptoms – e.g., chronic cough, hemoptysis (spitting up blood), lethargy, weakness, weight loss, loss of appetite, fever, night sweats – suggestive of such illness;
- Mental health problems including suicidal ideation;
- Dental problems;
- Allergies;
- Current medications and special health (including dietary) requirements;
- For women, date of last menstrual period, current gynecological problems, and pregnancy;
- Use of alcohol and other drugs, including types, methods (including needle sharing), date or time of last use, and problems that may have occurred after ceasing use (e.g., convulsions); and
- Other health problems designated by the responsible physician.

Observation and documentation of the following:

- Behavior, which includes state of consciousness, mental status (including suicidal ideation), appearance, conduct, tremors, speech and sweating;
- Body deformities and ease of movement;
- Identification of disabilities, if applicable: inmate is blind, deaf, or has a physical impairment (paraplegic, loss of movement of a limb, etc.) and what special equipment is needed;
- Persistent cough or lethargy;
- Condition of skin, including scars, tattoos, bruises, lesions, jaundice, rashes, infestations, and needle marks or other indications of drug abuse;
- A PPD test is to be implanted on each inmate during the intake screening process. If the inmate is coming from another correctional facility and has not had a PPD test performed within the last year of continuous incarceration, a PPD test will be implanted. This information must be documented on the inmate medical transfer form and/or supporting medical records received from the transferring facility;
- A VDRL/RPR blood test must be drawn on the inmate if the inmate has not had a VDRL/RPR test performed at the transferring jail within the last ten (10) months of continuous incarceration. This information must be documented on the inmate medical transfer form and/or supporting medical records received from the referring facility;
- When clinically indicated, there is an immediate referral to an appropriate health care service;
- Notation of the disposition of the patient, such as immediate referral to an appropriate health care service, placement in the general inmate population and later referral to an appropriate health service, placement in the general inmate population, or placement in medical segregation until PPD is read. Special needs must be identified for any inmate disabilities prior to placement in the housing units; and
- Documentation of the date and time when referral/placement actually takes place.

C. Classification/Placement of Inmates

The Contractor shall work in conjunction with the NCJ classification staff to provide for appropriate inmate placement, such as the following:

- General inmate population;
- Medical unit housing;
- Placement in isolation; or
- Referral to an appropriate off-site preferred provider/facility for emergency treatment.

The Contractor shall notify NCJ security staff immediately whenever an inmate refuses any aspect of the initial intake medical screening or testing which needs to be conducted. NCJ classification staff will determine housing placement of such inmates. Typically, the inmate will be isolated from the general population in these instances.

D. Initial Health Assessment

The Contractor shall establish policies and procedures for conducting initial inmate assessments, which must be acceptable to the Sheriff and comply with appropriate state and federal compliance agencies and standards. All policies and procedures must be submitted with proposal to this RFP.

An initial health assessment must be completed by a licensed nurse for each inmate within fourteen (14) days upon arrival at the jail and reviewed by the medical director or nurse practitioner upon completion of the assessment.

The initial health assessment must include, at a minimum, but not limited to, the following:

- Review of the intake screening results and the collection of additional data to complete the medical, dental, and mental health histories;
- Laboratory and/or diagnostic tests to detect communicable diseases, including sexually transmitted diseases and tuberculosis, and other tests as determined by the responsible physician upon consultation with and approval by the local public health authority;
- Recording of height, weight, pulse, blood pressure, and temperature;
- A physical examination including comments about mental status;
- Other tests and examinations as appropriate;
- A review of the findings of the health assessment and tests, and identification of problems by a physician;
- Initiation of therapy and immunizations when appropriate;
- Oral (dental) screening, including instruction in oral hygiene and oral health education; and
- A structured interview by a registered nurse who has received mental health training in which inquiries are made in the following items:
 - History of hospitalization and outpatient treatment;
 - Current psychotrope medication;
 - Suicidal ideation and history of suicidal behavior;
 - Drug usage;
 - History of sex offenses;
 - History of expressively violent behavior;
 - History of victimization due to criminal violence;
 - Special education placement and history of cerebral trauma or seizures; and
 - Emotional response to incarceration.

E. Pre-Existing Medical Conditions

At the time of the initial health assessment of an inmate, the Contractor shall advise each inmate that the Sheriff is not required to pay for the medical treatment of an inmate for any injury, illness, or condition that existed prior to the inmate's incarceration in the jail pursuant to VA State Code, section 53.1-126. However, an inmate with a pre-existing condition who requires medical treatment will not be denied treatment but instead will be required to be seen and treated by an outside facility where that inmate will be held liable for services rendered. The Contractor shall keep a record of all inmates who are found to have pre-existing medical conditions after their intake health assessment is completed. The Contractor shall coordinate with outside medical facilities to ensure no charges for inmates who have insurance or preexisting conditions are on Norfolk City Jail's monthly bill.

F. Periodic Health Appraisals

The Contractor shall conduct annual physicals on all inmates that have been incarcerated at the facility for over one year. A protocol or narrative defining the extent of the health assessment must

be included in this section. At a minimum, an annual PPD must be performed on all inmates whose stay exceeds 365 days. A log (or database) must be maintained of annual PPD's and results.

G. Non-Emergency Medical Treatment of Inmates

The Contractor shall establish policies and procedures for handling and responding to each inmate request for non-emergency medical treatment (sick call). Said policies and procedures must be acceptable to the Sheriff and comply with appropriate state and federal compliance agencies and standards. All policies and procedures must be submitted as part of the proposal in response to this RFP.

The Contractor shall distribute medication to all housing units at least twice daily, to include weekends and holidays. During the medication distribution rounds, the medical staff will hand out and pick up inmate sick call slips.

All sick call slips must be reviewed and screened by a nurse within eight (8) hours from the time of receipt. All services that can be provided at nurse's sick call must be provided, within twenty-four (24) hours of receipt of the sick call slip, in the medical clinics on the third (3rd) floor for males and eighth (8th) floor for females.

If inmate health needs cannot be satisfied at nurse's sick call, the nurse shall schedule the inmate to be seen within the next twenty-four (24) hours (72 hours on weekends) by a physician, physician assistant, and/or nurse practitioner for medically necessary evaluation and treatment. This evaluation and treatment can occur in the medical clinic.

The Medical Director shall determine the triage mechanism to be used for each inmate's chief complaint or symptom.

The Contractor shall respond immediately to any area of the jail for all requests initiated by NSO jail supervisors for medical evaluation and treatment of inmates.

The successful offeror shall establish a system that tracks the non-emergency and retains medical requests from initial receipt to final disposition, including date of initial complaint and name and title of health care provider who provided treatment.

The Contractor shall provide the NSO Officer in Charge of Correctional Services (OICCS) no later than the 5th day of each month, a report on all non-emergency medical requests received for the prior month. The report must be submitted as part of the monthly report. See paragraph D of Section 7 – Offeror Requirements - Policies and Procedures.

H. Emergency Medical Treatment of Inmates

The Contractor shall establish policies and procedures for responding to requests by NSO staff to provide emergency medical treatment to inmates in an efficient and timely manner at all times. Such policies and procedures must be acceptable to the Sheriff and comply with appropriate state and federal compliance agencies and standards. All policies and procedures must be submitted as part of Offeror's proposal in response to this RFP.

In the event of an emergency, first aid and cardiopulmonary resuscitation services must be provided on-site as indicated. "On-site" is hereinafter defined as the jail buildings, Consolidated Courts, Juvenile and Domestic Relations Court and all locations en route to and from the above-referenced courts. Medical services staff will be expected to provide on-site emergency intervention for staff,

inmates, and visitors when necessary. The Contractor shall provide and have on-site one or more automatic external defibrillators (AED) and at least one (1) person certified in their use on duty at all times.

The Contractor shall identify and notify the NSO of the preferred providers to be utilized for all off-site emergency services.

All emergencies requiring a 911 call or its equivalent must be immediately reported to Master Control. The on-duty Team Commander and the OICCS must also be notified immediately of any medical emergencies. In their absence, the Officer in Charge of Corrections must be notified.

Quarterly emergency medical response drills must be conducted for all shifts and must be documented by the Contractor's medical staff and NCJ staff to test preparedness to respond to a medical emergency. These drills must be observed and critiqued in a written report by the primary care physician or medical director. The timing of the ambulance response to requests for assistance must be included in these drills. These reports must be submitted to the OICCS.

The Contractor shall establish a system that tracks the emergency medical requests from initial receipt to final disposition, including date of event and name and title of health care provider who provided treatment.

The Contractor shall generate and provide to the OICCS a daily written report by 9:00 a.m. for the previous twenty-four (24) hour period for all inmates requiring on-site and off-site emergency services.

I. Women's Preventive Health Care

The Contractor shall provide medically necessary health services to the female inmate population including but not limited to the following:

- Sexually transmitted disease screening during the intake screening process for syphilis, gonorrhea, and chlamydia;
- Pap smear within fourteen (14) days of inmate arrival at the NCJ as medically indicated;
- Annual Pap smear as medically directed; and
- Mammograms, as necessary, if indicated by medical history or an abnormal breast examination, which is consistent with the American Cancer Society recommendations.

The Contractor shall establish policies and procedures specific to health care of pregnant inmates, which shall include, at a minimum, the following:

Pre-natal care which includes regular monitoring by an obstetrician as well as the following:

- Routine urine testing for proteins and ketones,
- Vital signs and weight,
- Assessment of fundal height and heart tone,
- Dietary supplement,
- Observation for signs of toxemia,
- Provision of appropriate vitamins and dietary needs,

- Identification and disposition of high-risk pregnancies, to include appropriate referrals to a specialist physician or hospital facility, and
- An on-site pre-natal clinic to provide necessary pre-natal physician evaluations to all pregnant female inmates.

J. Chronic Illness/Infectious Disease Protocols

The Contractor shall establish policy and procedures for the care and handling of inmates diagnosed with a chronic illness or disease and of inmates diagnosed with an infectious disease. All policies and procedures must be submitted in Offeror's proposal in response to this RFP.

The Contractor shall immediately notify the NCJ administration of any inmate diagnosed with an infectious disease which may require the screening of inmates and/or staff (active TB, chicken pox, rubella, etc.).

The Contractor shall provide a designated staff member solely responsible for all infectious disease screenings as required in accordance with the standards established by the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), and the Virginia Department of Corrections (DOC).

The Contractor shall establish a system that tracks inmates with infectious diseases from initial diagnosis to final disposition.

The Contractor shall provide the OICCS a report on all inmates diagnosed with an infectious disease for the previous month, no later than the 5th day of each month. The report shall be submitted as part of the monthly report.

See paragraph D of Section 7 – Offeror Requirements - Policies and Procedures.

The Contractor shall provide ongoing structured education on infectious diseases, including HIV, to its staff and to NCJ security staff. This education must include universal precautions training to include but not be limited to proper training for clean-up and disposal procedures for infectious disease.

The Contractor shall also establish procedures specific to the following:

1. Tuberculosis

TB surveillance program for the NCJ:

If an inmate tests positive for a PPD test, the inmate must be scheduled for and receive a chest x-ray within (8) hours, with appropriate medical follow-up and care, including isolation, if required.

2. HIV/AIDS

Voluntary HIV testing and counseling must be available on a confidential basis to inmates who request testing. An inmate's HIV test results or HIV status must not be released without the written informed consent of the inmate in question.

For the purpose of obtaining any necessary medical care and counseling, any inmate identified as HIV+ must be examined by a physician.

Inmates who are HIV+ and is symptomatic must be housed in a medical area appropriate for the acuity of their symptoms. HIV+ inmates with minor symptoms may be appropriately housed in the general population based on a case-by-case evaluation and decision by a physician.

Asymptomatic HIV+ inmates may be housed in the general population unless they exhibit behavior that creates a risk of HIV transmission to other inmates or staff (rape, biting, throwing feces) or unless the HIV+ inmate is at risk of physical harm from other inmates.

K. Medication Management

Medications must be administered to inmates daily as prescribed by the Contractor's physician ("Physician"). All medications must be administered to inmates in the housing units or, as determined by the Physician, in treatment areas. Medication must be administered to inmates in accordance with Contractor's standards and as directed by the Physician. A licensed medical staff member shall distribute medications at least twice daily, seven (7) days a week, including weekends and holidays, to all housing units, and document such.

Medications must be administered in accordance with the requirements outlined in the applicable policy and procedure. Accurate documentation confirming that medications have been dispensed as prescribed is mandatory. Failure to maintain accurate documentation confirming that medications have been consistently administered to inmates as prescribed is cause for termination of the contract for non-performance.

Periodic reports must include: (1) the number of inmates who failed to show for pill pass; (2) the number of inmates who refused and signed a written release for refusal of their medication; and (3) the number of inmates who did not receive medication because the medication was not available for dispensing, if any.

The Contractor shall have an established procedure for dispensing medications to those inmates scheduled out of the jail for court appearances, inmate transfers, and inmate releases.

The Contractor shall provide inmates, scheduled for release from the NCJ, a five (5) day supply of medications.

The Contractor shall provide a written system for the daily delivery and dispensing of all medications. The offeror shall indicate, at a minimum, the following:

1. How dispensing is to be accomplished, verifying ingestion of medication by direct observed therapy (DOT);
2. Time frame in which dispensing is to occur;
3. How medication requiring multiple doses during a twenty-four (24) hour period will be administered;
4. Documentation of advising inmates of potential side effects and risks associated with taking medications prescribed and dispensed. This documentation must be filed in the inmate's medical record and include the inmate's signature or indication that he/ she refused to sign the form;

5. Documentation of inmate's refusal to take the prescribed medication. Each refusal of medication or treatment by an inmate must be witnessed and documented by a second party (Floor Security Staff) on the medication record. This documentation must be filed in the inmate's medical record and include the inmate's signature or indication that he/she refused to sign the form;
6. Renewal of maintenance medications must be consistent, ongoing, and not place the inmate's health at risk; and
7. Renewal of orders to dispense psychotropic medications requires that the inmate be re-evaluated by a physician prior to any renewal. This re-evaluation must be documented in the inmate's medical record.

The Contractor shall provide a system for dispensing over-the-counter medication to inmates. Only licensed medical staff may dispense medications.

All medications must be kept in the pharmacy in locked stationary cabinets at all times. A log or database indicating the use of stock medication must be maintained and providing the current inventory. A monthly audit must be completed to verify the accuracy of the stock medications in inventory. The Contractor shall provide policy and procedures for removal and disposal of any and all outdated, unneeded, or surplus medications. Outdated medications must not be kept on the premises.

The Contractor shall provide a Self-Administration Medication (SAMS) program for those inmates that meet the specific requirements for Keep on Person (K.O.P.) medications. The Contractor shall notify the OICCS, in writing, of any loss, theft, or unauthorized removal of medications or medical supplies immediately after detecting such an event.

Medications and food must not be stored in the same refrigerator.

The Contractor shall purchase and repair any medication carts needed for the administration of medications to inmates.

L. Dialysis Services

The Contractor shall provide inmates with necessary hemodialysis services as ordered by the on-site primary care physician and/or medical director. Service must be provided to ensure all inmates are receiving the required services without interruption.

The Contractor shall assume all costs associated with inmate dialysis services.

M. Laboratory Services

The Contractor shall provide inmates with necessary laboratory studies as ordered by the on-site primary care physician and/or medical director. All laboratory specimens must be sent to the preferred laboratory provider, hospital, or on-site laboratory testing facility. The Contractor shall provide all equipment and supplies for all on-site laboratory testing.

The Contractor shall provide all court-ordered and legislatively-required laboratory or radiological services, including but not limited to collecting DNA samples, for inmates and

persons who are in the custody of the NSO. Contractor's personnel may not participate in the collection of forensic evidence; those services must be provided by the Contractor through off-site agencies/personnel.

N. Radiological Services

The Contractor shall provide radiological services as ordered by the on-site primary care physician and/or medical director. All basic radiology procedures and interpretations must be provided through a preferred radiology provider. The Contractor shall provide all supplies and make arrangements and pay for a radiology technician to take the x-rays and for a licensed radiologist to interpret readings. See Minimum Staffing Requirements, Attachment M.

O. Mental Health Services

The Contractor shall provide inmates with necessary mental health services, including the assessment and evaluation of mentally ill and suicidal inmates, and shall communicate with the healthcare staff to ensure that the appropriate psychotropic medication is being dispensed.

A licensed psychiatrist must be on call twenty-four (24) hours per day for consultation as well as in-person evaluation and intervention as needed at the NCJ. The psychiatrist must also be on-site in the NCJ 12 hours per week (4 hours per day every Monday, Wednesday, and Friday). Refer to Minimum Staffing Requirements, Attachment M

At a minimum, one Licensed Clinical Social Worker (LCSW) and one qualified mental health professional, as approved by the LCSW, shall provide on-site mental health assessments of inmates forty (40) hours per week and be on emergency call twenty-four (24) hours a day, seven (7) days a week.

The mental health professional shall provide mental health services support to inmates incarcerated in the NCJ. The mental health professional must inform the Norfolk Community Services Board (NCSB) of current clients, past clients, and any new clients in need of outpatient services. The referrals will be made to the NCSB liaison weekly. The liaison will be allowed to interview all clients.

All health care staff must be properly trained on the symptoms and treatment of those inmates who are at risk for suicidal and/or homicidal tendencies or acts. Detailed policies and procedures must be in place for both the on-site medical treatment of such inmates and referrals to the mental health preferred provider when medically necessary for continued treatment.

The Contractor shall provide periodic reports pursuant to section 7, paragraph D which include total suicides, suicide attempts, total inmates on psychotropic medication, total psychiatrist visits, total inmates interviewed and evaluated by the successful offeror, total number of inmates interviewed by the Norfolk Community Services Board (NCSB), and other information as required by the NSO.

P. Medical Records Management

The NSO is the sole owner of all inmate medical records. The Contractor is responsible for all costs associated with the development of paper medical records (e.g., record binders, file folders, record dividers, record forms, etc.) for inmates at the NCJ.

The Contractor shall maintain and retain a complete, standardized medical record for all inmates in accordance with prevailing medical regulations as established by the NSO operating policies and procedures as well as HIPAA and other applicable state and federal regulations governing confidentiality and access to medical records as well as retention of those records. The Contractor is responsible for all costs associated with copying medical records in compliance with subpoenas duces tecum and in response to requests from patients and their authorized assigns.

The Contractor shall provide and use an Electronic Medical Records (EMR) system. The successful offeror shall provide the names and phone numbers of all institutions in which it has an EMR system in place, for reference purposes. Contractor must allow access to the EMR system to those NSO employees whom the Sheriff indicates require such, including not only the EMR system in the NCJ but also other localities' prisons, jails, and lockups where the successful offeror has an EMR system in place; this requirement is subject to compliance with HIPAA and other legal confidentiality requirements.

The Virginia State Library (VSL, section GS-08) currently requires the NSO to retain all inmate medical records for six years from the date of release. The Contractor may not, under any circumstances, destroy inmate medical records. The Contractor shall comply with the requirements of the VSL and must contact the NSO Records Management Office on all matters involving inmate medical records.

The Contractor shall ensure that the medical records owned by the NSO are appropriately and accurately maintained. Failure to appropriately and accurately maintain the medical records is cause for termination of the contract for non-performance. The Contractor shall work with the NSO legal department to ensure that both parties comply with those portions of the Health Insurance Portability and Accountability Act (HIPAA) as well as other applicable federal and state regulations which apply to inmate medical care and record retention including but not limited to the release of privileged health information within the jail and to outside parties.

Q. Nutritional Services

The Contractor shall cooperate with the Sheriff's food service contractor to ensure the provision of medically necessary clinical diets. The following sample diets may be ordered from food service:

- Mechanical soft (chewing problem, digestive problem)
- Low sodium
- ADA Diabetic/specify the number of calories
- Full liquid
- Clear liquid

Coordination and ordering of special diet requests must be documented in the inmate's medical record.

R. Inmate Complaint / Grievance Procedure

The Contractor shall follow the established NSO policies and procedures for processing and responding to inmate complaints/grievances regarding medical treatment. The Contractor shall respond in writing to medical grievances within forty-eight (48) hours from the time of receipt by Contractor. All written responses must be forwarded to the NSO grievance coordinator for final

review. The NSO grievance coordinator is available to consult with the Contractor in formulating a response and will deliver the response to the inmate.

The Contractor shall respond to emergency medical grievances within eight (8) hours from the time of receipt from the Team Commander or grievance coordinator.

The Contractor shall provide the OICCS a report summarizing the number of complaints/grievances received and resolved for the previous month no later than the 5th day of each month. This report must be submitted as part of the end of the month report. See Section 7 - paragraph D. Policies and Procedures.

S. Inmate Co-Payment Processing Procedures

The NSO imposes an inmate co-payment for initiated health care services and medication in accordance with the requirements of the Virginia Auditor of Public Accounts, Code of Virginia and the DOC regulations. The Contractor shall follow the NSO policy and procedures for inmate co-payments.

The Contractor shall complete the NSO Cost Recovery form for each applicable medical treatment or dispensing of medication and witness the inmates' signatures on the forms provided by NSO. Each visit for a new medical problem is chargeable to the inmate's account. The Contractor shall file and distribute all forms in accordance with established NSO policy and procedures. Forms must be distributed daily (Monday through Friday) to ensure that charges are posted to the inmate's account in a timely manner.

Inmate cost recovery forms must be forwarded to the NSO Finance Department and Canteen office. No inmate will be denied access to medically necessary services based upon their inability to pay for such services. Indigent inmates, however, must sign a cost recovery form indicating their responsibility for payment when and if they have funds available.

T. Dental Care

The Contractor shall provide a dental care program under the direction and supervision of a Commonwealth of Virginia licensed dentist. A dental clinic must be staffed and operated on a set schedule and for a sufficient number of hours to provide adequate dental services to the inmates. Refer to the Minimum Daily Staffing, Attachment M. The successful offeror must provide all supplies (e.g., dental tools, lead covers, etc.) for dental services.

The Contractor shall provide oral screening by a dentist or certified dental assistant, as soon as possible but no later than fourteen (14) days from the date of admission to the NCJ. The Contractor shall provide dental treatment, not limited to extractions when the health of the inmate would otherwise be adversely affected as determined by the dentist.

U. Eye Care

The Contractor shall provide eye examinations and corrective lenses to inmates when determined by the successful offeror Medical Director to be medically necessary. The Contractor is responsible for all costs associated with these types of cases. All other examinations and distributions of corrective lenses (repair or replacement) must be coordinated by the successful offeror. However, such services will be paid in full by the inmate.

V. Isolation Evaluations

Qualified health personnel shall perform rounds on inmates who are isolated from the general population (whether for disciplinary, administrative, or protective reasons) a minimum of once per day to determine the individual's health status. Weekly rounds must be conducted and must include verbal communication with the inmate in the cell area. If the inmate is unable to communicate verbally at this time, the medical personnel shall alert security to make arrangements for a physical evaluation of the inmate. Any unusual findings must be reported immediately to the post control deputy assigned to the housing unit. A record of these rounds must be maintained as designated by the NSO with any clinical encounters noted in the inmate's medical record, as well as documented on the Inmate Daily Medical Assessment form.

Additionally, a physical evaluation of the isolation inmate will be conducted every fifteen (15) days. This evaluation must include vital signs and visual evaluation of the inmate. Any unusual findings (visible contusions, abrasions, wounds) must be reported immediately to the post control deputy assigned to the housing unit. A record of these fifteen (15) day evaluations must be recorded on the Inmate Daily Medical Assessment form and the inmate's medical record to include any clinical encounters.

W. Chronic Care Clinics

In order to minimize the movement of inmates off-site for services, the Contractor shall establish the following chronic care clinics on-site at the NCJ:

- Diabetic Clinic
- Neurology Clinic
- Podiatry Clinic
- Pulmonary Clinic
- Infectious Disease Clinic (HIV+, STD, TB)
- Orthopedic Clinic
- Hypertension Clinic
- Prenatal Care Clinic
- OB-GYN Clinic
- Cardiac Clinic

Scheduling and space for conducting these clinics must be coordinated with the NSO. Additional chronic care clinics may be required based on the inmate population needs and utilization of off-site services.

X. Health Education

The Contractor shall design and provide an ongoing health education program to inmates of the NCJ.

Examples of health educational information to share with inmates include: medical services, immunizations, personal hygiene, dental hygiene, nutrition, sexually transmitted diseases, tuberculosis and other communicable diseases, hepatitis, effects of smoking, self-examination for breast cancer, substance abuse, dangers of self-medication, hypertension detection, family planning including appropriate services and referrals, physical fitness, and, self-care for chronic diseases and disabilities.

Y. Emergency Response/Disaster Medical Treatment Boxes

The Contractor shall provide four (4) emergency response/disaster boxes for the facility. The boxes will be located in strategic areas of the facility in order to allow rapid response to all emergencies with the necessary medical supplies and equipment. The Contractor shall provide the OICCS documentation as to the inventory and location of each box. The Contractor shall be responsible for the monthly inventory and restocking of supplies in the boxes.

4. OFF-SITE REFERRALS TO PREFERRED PROVIDERS

The Contractor shall establish policies and procedures for referring inmates to preferred providers for necessary off-site medical treatment by. All policies and procedures must be submitted as part of the proposal submitted in response to this RFP.

The Contractor will be responsible for determining the medical necessity of all off-site medical services and for providing the necessary medical information, as well as payments to the off-site preferred provider.

The Contractor shall generate and complete an appropriate Request for Consultation form for all inmates who require off-site medical services. This completed form must accompany the inmate at the time of transport from the NCJ to a preferred provider for treatment.

The Contractor shall make arrangements with the appropriate NSO staff for the security and transportation of inmates to off-site preferred providers.

Each off-site referral to a preferred provider must result in a legible consultation and treatment report in the inmate's medical record within forty-eight (48) hours of the encounter. This report must contain:

- Reason for consult (subjective)
- Appropriate exam/lab findings (objective)
- Diagnosis (assessment)
- Discharge Plan(s)
- Follow-up Appointment (if necessary)

All recommendations involving any special procedures or non-routine follow-up must be communicated verbally between the preferred provider consultant and the on-site primary care physician or medical director within twenty-four (24) hours of the consultation.

The Contractor will be liable for all the costs of all outside services.

The Contractor shall promptly pay amounts due to off-site medical service providers. Non-payment or tardy payments by the Contractor may reflect unfavorably on the reputation of the NSO. If the NSO receives any complaints from off-site service providers concerning payment obligations, the Contractor will be required to provide a full and complete written explanation to the NSO. Failure to promptly pay amounts due to off-site service providers will be cause for termination.

5. ON-SITE MEDICAL SERVICES FOR NORFOLK CITY JAIL (NCJ) STAFF

The Contractor shall provide the following medical services to the NSO staff.

- Annual tuberculosis skin testing (PPD) and referral as appropriate;
- Tetanus Antitoxin Post Exposure as indicated;
- Compliance with all Commonwealth of Virginia and Occupational Safety Health Act (OSHA) guidelines;
- Basic first aid and/or emergency intervention for on-site injuries; and
- Hepatitis Shots

The Contractor must maintain records of all medical treatments administered to NSO personnel to meet NCCHC, ACA, and OSHA requirements.

6. MEDICAL STAFF MANAGEMENT

The Contractor shall develop protocols, policies, and procedures which address the on-site medical services unit, medical staff, and medical administrative staff. Such policies and procedures must be acceptable to the Sheriff and comply with appropriate state and federal compliance agencies and standards. All policies and procedures must be submitted with proposal in response to this RFP.

A. New Hires

Each staff candidate must be interviewed by the Contractor with a special focus on technical expertise, emotional stability, and motivation. Contractor shall provide a monthly report listing all licensed personnel, including the particular relevant licensure and the expiration dates of those licenses.

The Contractor shall hire only licensed and qualified personnel to provide on-site professional services and shall notify the OICCS immediately of any lapse or expiration of licensure for any medical staff member.

The Contractor shall provide documentation to the OICCS verifying and confirming each employee's and/or applicant's credentials, to include a complete work history, license, degree, and clinical skills.

Potential new hires must make an on-site visit to the NCJ before a formal offer of employment is made. All personnel must pass a background investigation conducted by the NSO as a pre-requisite for initial and/or continued employment. The Sheriff must approve all staff hired. A rejection of any job applicant or current employee by the NSO will be final.

NSO administration will participate in the selection of key positions (Health Services Administrator, Medical Director/On-Site Primary Care Physician, and Director of Nursing).

All Contractor personnel must meet the minimum requirements as established by the NSO for their positions.

All personnel must comply with current and future federal, state, and local laws and regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the NSO. All personnel are subject to removal from the facility if the Sheriff or

his designee determines that the individual has engaged in illegal, unprofessional, or threatening behavior, or has violated the terms of the contract.

The NCJ is a smoke-free facility.

All clinical health care personnel must be trained and certified in basic life support-cardiopulmonary resuscitation (BLS-CPR) and re-certified annually. Current certification for each medical staff employee must be on file with the OICCS.

The Contractor's staff must cooperate with the NSO staff at all times throughout the proposed contract period to ensure the delivery of quality health care services to inmates. The Contractor shall respond to all special requests for information by the NSO administration regarding the medical treatment of an inmate.

B. New Employee Orientation

The Contractor shall ensure that all new on-site medical service personnel is provided with an orientation regarding medical practices on-site at the NCJ. Orientation regarding other facility operations will be the responsibility of the NSO. The Contractor shall develop and distribute a written job description to each member of the health care staff, which delineates employee assigned responsibilities and meets all requirements of the American with Disabilities Act (ADA).

The Contractor shall monitor the performance of health care staff to ensure adequate job performance, in accordance with job descriptions.

C. Ongoing In-Service Training

The Contractor must provide a minimum of twelve (12) hours (for full-time employees) and eight (8) hours (for part-time employees) of annual medical in-service training for all qualified health services employees, including physicians. The training must include training in the Prison Rape Elimination Act (PREA).

D. Administrative Requests for Information

The Contractor shall ensure that its on-site medical staff reports any and all problems and/or unusual incidents to the OICCS and other designated staff member per established policies and procedures.

The Contractor shall maintain a permanent log of medical activities, including all medical findings, diagnoses, treatment, dispositions, prescriptions, and administration of medications, as disclosable by the Code of Virginia.

The Contractor's senior management staff (Health Services Administrator, Medical Director, and Director of Nursing) shall represent the on-site medical services unit in discussions with local civic groups, visiting officials, and members of the news media as agreed to with the NSO.

E. Employee Management

The Contractor's senior management staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable state rules and as requested by the NSO.

F. Staffing

The Contractor shall establish an appropriate schedule for utilization of staff and effective delivery of services with consideration to on-going jail operations and policies. See Attachment M. The NSO requires continuity in the schedule, and to that end, the successful offeror must establish regular (non-rotating) employee schedules for the key positions of Medical Director, Health Services Administrator, and Director of Nursing; those employees must be assigned only to the NCJ.

The Contractor shall have a physician on-site as needed and as the medical workload dictates, but no less than eight (8) hours per day, Monday through Friday (forty (40) hours per week).

The Contractor shall have a Registered Nurse (RN) or Nurse Practitioner (NP) on duty in Medical Central twenty-four (24) hours a day, seven (7) days a week, to include weekends and holidays. The Contractor shall promptly notify the OICCS when there is a problem with the staffing schedule.

Proposal in response to this RFP must include a proposed staffing pattern plan. Each position must include a post assignment/title, the hours to be worked, and salary range.

The NSO and offeror must agree on a minimum staffing requirement prior to the award of the contract. The staffing schedule is a contractual minimum requirement only. The Contractor shall provide sufficient staffing to provide the level of services needed for the inmate population at all times.

All hours worked by medical personnel must be spent on-site at the NCJ, except as otherwise agreed to by both parties. The Contractor's schedule may be modified only upon the parties' mutual agreement.

All contractual employees must comply with sign-in and sign-out procedures as set forth by the NSO. The Contractor shall allow the NSO access to all records indicating the hours worked by each of its employees.

All of Contractor's employees must wear the appropriate uniform and/or identification badge as directed by the NSO at all times when on-site at the jail.

G. Security

All packages, bags, and other items are subject to search by security before entry into the NCJ. The NSO may implement workplace searches of employees, their personal effects brought into the NCJ, and the employee's work areas, desks, and lockers in attempts to maintain a drug-free work environment and to keep contraband out of the jail.

The NSO is a drug-free workplace, and the Contractor's employees may be required to submit to drug screening as part of the NCJ's efforts to provide a drug-free work environment.

The Contractor's personnel is subject to all the security regulations and procedures of the

NSO. Personnel is subject to removal from the facility at any time for security reasons as determined by the Sheriff or his designee.

H. Medical Hazardous Waste Management

The Contractor shall remove and dispose of all medical hazardous waste materials throughout the NCJ, including but not limited to that generated by Contractor. Removal and disposal must be in accordance with all applicable local, state and federal rules, regulations and codes.

7. OFFEROR REQUIREMENTS

Offeror must meet the following minimum requirements, with no exceptions, to be considered for award of a contract under this RFP:

A. Accreditation

National Commission on Correctional Health Care (NCCHC) accreditation for the on-site medical services program at the NCJ: the Contractor will be responsible for all costs associated with the NCCHC accreditation, which include the application fee. The NSO will reduce by ten thousand dollars (\$10,000) the monthly payments to the Contractor if NCCHC accreditation is not maintained. Such reduction will be for a minimum of one (1) month and will continue until the accrediting agency confirms that compliance has been met.

B. Questions:

1. Has your company failed to retain a contract that it re-bid?
2. Has your company ever had a contract that did not have a successful accreditation/re-accreditation audit?
3. Has your company ever lost or settled a lawsuit for actions alleged in the performance of inmate healthcare? If so, please describe.
4. Does your company have any current lawsuits pending for allegations relating to inmate health care?
5. Has your company ever been terminated from any contracts prior to their expiration date?
6. How many jails (not prisons) does your company service that have an ADP of equal to or greater than 1000 inmates? Please list those facilities and include the contact person.

C. On-Site Medical Services Staff

Offeror must demonstrate previously proven recruitment capabilities of necessary medical personnel (physicians, nurses, support staff, laboratory and x-ray services).

Offeror must demonstrate a proven ability to retain experienced medical staff to provide on-site medical services.

Offeror shall provide a current curriculum vitae, photocopies of license(s), CPR certifications, other certifications, and a written letter of intent for potential employees to be hired upon award of the contract for the following key positions:

- a. Health Services Administrator: This position requires a minimum of five (5) years of supervisory and/or management experience, of which three (3) years should be in correctional health care. Equivalent documented work experience can be considered.
- b. Medical Director/On-Site Primary Care Physician: This position requires a licensed physician in the Commonwealth of Virginia. Board certification in internal medicine or family practice is preferred. This physician should have a minimum of three (3) years of experience in correctional health care or a comparable clinical environment such as public health, urgent care, or indigent care.
- c. Director of Nursing: This position requires a licensed registered nurse, with a minimum of three (3) years of experience in correctional health care and/or a comparable clinical environment such as public health, urgent care, or indigent care.

All Staff nurse positions (licensed Registered Nurses (RNs), Licensed Practical Nurses (LPNs), records clerks), should have a minimum of one (1) year experience in correctional health care and/or a comparable clinical environment such as public health, urgent care or indigent care settings.

Offeror must demonstrate the ability to prepare and implement clinical protocols, policies, and procedures which comply.

D. Policies and Procedures

Contractor's policies and procedures must comply with the approved policies and procedures of the NSO. Prior to implementation, all policies and procedures must be approved in writing by the Sheriff to ensure compliance with NSO policies and procedures, applicable laws, DOC, NCCHC, and ACA standards, and the contract. All policies and procedures must be submitted with proposal.

E. Reporting Requirements

The Contractor shall provide the NSO with a weekly utilization report of services provided.

In addition, the Contractor shall provide the NSO with a compilation report of the utilization of services provided for each reporting period. There are 13 (thirteen) reporting periods in each fiscal year, consisting of four weeks each. Compilation reports must be submitted on or before the 5th working day following the expiration of the reporting period

The Contractor shall describe the methods to be used in implementing a management information system for collecting and analyzing the trends in the utilization of the medical services provided.

All weekly and compilation reports are confidential property of the NSO. Information may not be shared or replicated by the Contractor without the express written consent of the Sheriff. The NSO reserves the right to request and receive additional reports as deemed necessary.

The Contractor shall provide a weekly staffing report (watch bill) to the OICCS, including all employees who worked that week, the hours they worked, and any discrepancies between the weekly staffing and the Minimum Staffing Requirements plan established pursuant to this RFP. Contractor shall refund savings resulting from such discrepancies plus a 15% penalty every month.

8. Off-Site Preferred Provider Network

The Contractor shall recruit and develop a preferred provider network for all covered medically necessary services that cannot be provided on-site to inmates at the NCJ during the term of this proposed contract. Letters of intent from providers willing to participate in the preferred network must be included with proposals submitted in response to this RFP.

All preferred providers must be fully credentialed by the offeror to verify licensure, certification, and accreditation.

Contracts for the preferred provider network must be between the Contractor and the preferred provider. Neither the Sheriff nor the City will be a party to preferred provider contracts. Each such contract must include the following written statement: "Neither the Sheriff nor the City of Norfolk is responsible for any payment for services provided."

Off-site medical providers located within close proximity of the NCJ are preferred. Travel distance and security requirements are relevant concerns. All off-site service providers are subject to approval by the NSO. The successful offeror must provide a plan for minimizing distance of travel between off-site providers.

Transportation Services – To the extent any inmate requires off-site non-emergency (i.e., not due to a life threatening condition) health care treatment including but not limited to hospitalization care and specialty services, which care and services the Contractor is obligated to provide, the Sheriff will provide transportation as reasonably available, upon request by the Contractor provided that, such transportation will be scheduled in advance when reasonably possible. When medically necessary, the Contractor shall provide all emergency (when condition is life threatening) ambulance transportation of inmates.

To support the delivery of comprehensive health services, the preferred provider network must include the following medical specialty services/providers:

- A tertiary hospital facility for treatment of those inmates requiring medical/surgical trauma services otherwise not available at a general community hospital.
- A general hospital facility to provide treatment for those inmates requiring medical/surgical emergency services (inpatient and outpatient health care services).
- A psychiatric hospital or facility to provide treatment for those inmates requiring inpatient psychiatric services.
- Individual practitioners or group specialty physician practices to provide routine outpatient clinics and individual treatment as necessary for the following medical services on a weekly basis:

- Urology
 - Gastroenterology
 - Orthopedics/Physical Therapy
 - Cardiology
 - Ophthalmology/Optometry
 - Internal Medicine
 - General Surgery
 - Dermatology
 - Ears/Nose/Throat
 - Allergy
 - Obstetrics/Gynecology/High Risk OB
 - Psychiatry
 - Dialysis (for on-site services and off-site services, if necessary)
- A laboratory provider to provide all necessary routine and STAT laboratory services which cannot be provided on-site at the NCJ. Routine laboratory results or reports must be delivered to the Medical Clinic within twenty-four (24) hours after receipt of the specimen. STAT laboratory results or reports must be delivered to the Medical Clinic within four (4) hours after receipt of the specimen. All necessary laboratory services provided after hours (4:00 p.m. until 7:00 a.m.) must be sent to a general hospital for the same processing times.
 - A dialysis provider to provide all necessary ordered hemodialysis treatments for inmates off-site.
 - A radiology provider to provide all necessary routine x-rays which cannot be provided on-site at the NCJ. This provider can be a freestanding radiology service or in a general hospital. This provider must also provide the necessary x-ray and other radiology interpretation reports by a board certified radiologist within forty-eight (48) hours of the x-ray or other radiological study being performed. Provisions must be made for on-call coverage to provide medically necessary on-site X-ray services after normal working hours.
 - A pharmacy provider to provide all prescription and non-prescription medications including AZT and other AIDS-related medications in accordance with all local, state, and federal rules, regulations, and laws. The pharmacy provider must be able to provide necessary prescription medication within four (4) hours from the time of the order. The Contractor is responsible for all costs associated with prescribing and dispensing medications through this preferred provider. The pharmacy provider must provide the Contractor and NSO with the following:
 - Monthly inventory reports (including any stock discrepancies);
 - Monthly utilization/cost reports for all pharmaceuticals (over-the-counter and prescription);
 - Inmate drug usage profiles; and
 - Narcotic counts errors.
 - A Durable Medical Equipment provider to provide all orthotic devices which are determined by the medical director to be medically necessary for inmates. The Contractor is responsible for all costs associated with the lease or purchase of orthotic or durable medical equipment. Examples of orthotic or durable medical

equipment includes but is not limited to crutches, special wheelchairs, oxygen, suction machines, CPAP machines, braces, walkers, etc.

9. Quality Improvement Program

The Contractor shall provide its plan for a quality improvement (QI) program to the OICCS. The QI program will be utilized to evaluate the health care provided to the inmates, at both on-site and off-site locations, on a continual basis for quality, appropriateness, and continuity of care. The Contractor shall actively seek out opportunities for improvement for any and all problems identified by the OICCS regarding the on-site medical services rendered to inmates.

The Contractor shall participate in the quarterly Medical Advisory Committee (MAC) meetings with the designated NSO personnel to review and discuss monthly medical utilization statistics, quality monitoring activity results, and any other administrative or medical service problems identified. A regional and/or corporate representative must attend these meetings unless excused in advance by the NSO administration.

10. Sub-Contractor Requirements

Sub-contractors must be approved in writing by the NSO. All approved sub-contractors must meet all of the requirements set forth in this RFP. Any sub-contractor personnel working on-site at the NCJ is subject to meeting requirements for background checks, security clearance, etc., prior to working at the NCJ. Any rejections of sub-contractor personnel by the NSO is final.

11. Staffing

The Contractor shall provide staffing in accordance with the Minimum Staffing Requirements plan included in this RFP. If actual staffing costs (including salaries and fringe benefits) fall below the annual staffing cost estimate for the first two years of the contract, the Contractor shall remit a refund of all funds below the estimate on an annual basis to the Sheriff. The staffing cost estimate for subsequent years of the contract, if any, must be negotiated prior to the beginning date of the extended contract term.

The Contractor shall provide a mobilization plan which outlines the time schedule for hiring all medical staff, development of medical policies and procedures, set up of medical supplies, equipment, staff training and training of the NSO staff as part of the proposal in response to this RFP. This plan must address the possible continued employment of existing medical employees.

SECTION II – INSTRUCTIONS TO OFFERORS

A. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

B. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office should consult the City's Procurement website www.norfolk.gov/purchasing.

C. Questions and Addenda:

Offerors shall carefully examine this RFP and any Addenda. Offerors are responsible for seeking clarifications of any ambiguity, conflict, omission, or other errors in this RFP in writing. Questions shall be addressed to **Danny Hawk**, at danny.hawk@norfolk.gov. If the answer materially affects this RFP, the information will be incorporated into an Addendum and posted on City's Procurement website www.norfolk.gov/purchasing. This RFP and any Addenda shall be incorporated by reference into any resulting Agreement. Offerors is responsible for checking Issuing Office or the City's Procurement website www.norfolk.gov/purchasing within 48 hours prior to the proposal closing to secure any Addendum issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Addendum from the Issuing Office.

All questions shall be submitted no later than 5:00 p.m. EST on March 24, 2017. Questions received after that time will not be considered.

D. Offeror Obligation:

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

E. Anti-Collusion:

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

F. Ethics in Public Contracting:

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The offeror shall abide by such provisions in the submission of its proposal and performance of any contract if awarded. See Attachment B.

G. Nondiscrimination:

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in the Code of the City of Norfolk Section 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

H. Debarment Certification:

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

I. Compliance with Federal Immigration Law:

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

J. Authorization to Transact Business in the Commonwealth:

Contractor shall certify that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

K. Schedule of Events:

Event	Date
RFP Issued	March 7, 2017
Pre-proposal Conference	March 16, 2017
Question Deadline	March 24, 2017
Proposals Due	April 7, 2017
Contract Commences	July 1, 2017

L. Proposal Submission:

Proposals meeting the requirements set forth in Section IV shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk
Office of the Purchasing Agent
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
RFP 5226-0-2017/DH – Comprehensive Medical, Dental and Mental Health Services for Inmates of the Norfolk City Jail

Timely submission of the proposal is solely the responsibility of the offeror. Proposals received after the specified date and time will be not be accepted.

M. Preparation of Proposals:

In presenting their proposals, Offerors are encouraged to be thorough in addressing the specific requirements and scope of work and the Submittal Requirements set forth in Section IV. It is solely the Offeror’s responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the Offeror’s proposal. The City reserves the right to determine if a proposal is incomplete.

N. Proprietary Information/Non-Disclosure:

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY."

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

O. Exceptions to the City's Contractual Terms and Conditions:

Identify any exceptions to the City's Contract Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP.

P. RFP Closing:

Offeror shall ensure its proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time will not be considered and will be returned to the Offeror unopened.

Q. Proposal Binding For One-hundred Eighty (180) Days:

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

R. Cost incurred in Responding:

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

S. Disposition of Proposals:

On receipt by the City, all materials submitted in response to this RFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act ("VFOIA") provisions.

T. Proposal Evaluation Process:

Evaluation of proposals will be within the discretion of the City. It is the intent of this RFP that all services be provided completely in all respects without need by the City to engage separate technical

expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Demonstrated understanding of the requirements for this RFP.	15
Experience and credentials of firm and staff.	40
Level of services proposed.	40
Overall quality and completeness of proposal.	5
TOTAL	100

U. Presentations:

If in the City's opinion, offeror presentations or demonstrations of the proposals are warranted, the City will notify the selected Offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror. Travel will be at the Offeror's expense.

V. Award:

The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the City may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the City may award contracts to more than one offeror. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

W. Protests:

Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror

appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

X. Cooperative Procurement:

The procurement of goods and/or services provided for in the resulting contract is being conducted pursuant to Virginia Code § 2.2-4304. Therefore, the successful offeror agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to the resulting contract or from this procurement and in accordance with Virginia Code § 2.2-4304. The City shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision. Each entity shall be responsible for the administration of its individual contract with the successful offeror.

Y. Performance Bond:

Offerors shall provide a Letter of Surety from their bonding agent, stating their ability to provide a 100% payment and performance bond.

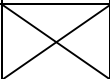
Z. Equal Opportunity Business Development:

The City encourages small businesses and businesses owned by women and minorities to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through subcontracting, partnerships, joint ventures, and other contractual opportunities. All contractors are requested to include a statement in its proposal response indicating the planned use of such businesses in fulfilling any resulting contract.

Business Classification

Is your company a minority or woman owned business? Yes/No
If yes, please check the appropriate category:

Business Classification	Male	Female
African American		
Hispanic		
Asian American		
American Indian		
Eskimo		

Aleut		
Caucasian		
Other		

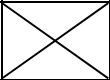
AA.Subcontracting Opportunities:

Subcontracting opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans:

All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

1. Proposed Name of your Subcontractor(s)

a. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies):

Minority Category	Male	Female
African American		
Hispanic		
Asian American		
American Indian		
Eskimo		
Aleut		
Caucasian		
Other		

b. Proposed Amount of Subcontracts: _____ (Please fill in)

c. Proposed Description of commodity (e.g., masonry, hauling, insulation):

d. Proposed Description of Project: _____

e. Proposed Total value of awards to all subcontractors: _____

f. Proposed Total Number of minority subcontracts awarded: _____

If you do not propose the use of any subcontractors, please check here: ☐

SECTION III – CONTRACT TERMS AND CONDITIONS

TERM AND/OR TIME OF PERFORMANCE

The initial term of this Agreement shall be for a two (2) year period from upon mutual agreement of the parties, the resulting Agreement may be extended up to three (3) additional consecutive one (1) year terms.

The resulting agreement shall be a fixed fee agreement.

BASE COMPENSATION

Sheriff shall pay the Contractor the sum of \$ _____ for the first year of the resulting Agreement, payable in equal monthly installments of \$ _____. The Contractor shall bill the Sheriff ten (10) days before the first day of the month for which services will be rendered, and Sheriff agrees to pay the Contractor on or before the fifth day of the month for which services will be rendered. In the event the resulting Agreement should terminate on a date other than the end of a calendar month, compensation to the Contractor shall be prorated accordingly for the shortened month.

PERSONNEL COMPENSATION

The compensation Sheriff pays to the Contractor R stated in Section 1, Paragraph C: Scope of Work, above includes budgeted personnel compensation of \$ _____. Such personnel compensation is auditable by Sheriff annually or more often if deemed necessary at the sole discretion of the Sheriff. Such audit does not affect compensation the Sheriff pays to the Contractor except as stated in Section 1, Paragraph C: Scope of Work.

INMATE POPULATION

The resulting Agreement contemplates that the average daily inmate resident population of the center will be approximately 1,275, and the Contractor is relying on that figure not substantially deviating during the term of the resulting Agreement. If the daily inmate resident population averages in any calendar month during the term of the resulting Agreement 1,475 or more, then The Sheriff shall compensate the Contractor an additional per diem rate of \$ _____ for each inmate over 1,475. If the daily inmate resident population averages in any calendar month during the term of the resulting Agreement 1,175 or less, then the Sheriff will reduce compensation to the Contractor by the aforementioned per diem rate for each inmate under 1,175.

At such time that the average daily population exceeds 1,475 for three consecutive months, the Contractor and Sheriff must discuss the impact the larger population has on the resulting Agreement and consider adjustments to staffing levels, base compensation, and other related provisions of the resulting agreement.

Inmate population is defined as the actual number of inmates residing in the NCJ at 1700 hours each day.

UNFILLED POSITIONS

In addition to adjustments to the base compensation as referred to in Part IV, section D and Section E, the Sheriff is entitled to a credit of the proposed salary of any position that is unfilled for any amount of time the contractor shall ensure that quality of services remains unreduced and/or uninterrupted by any unfilled positions. The credit is the equivalent of the salary and fringe benefits that the Contractor saved by virtue of the position being vacant plus 25% of that salary plus fringe benefits calculation.

INSURANCE REQUIREMENTS

Contractor will maintain during the term of this agreement insurance of the types and in the amounts described below. All insurance policies affected by this agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its employees as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in this Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL) with a limit of not less than \$2,000,000 each occurrence, \$4,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured contract.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$1,000,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists. This insurance is required only if the contractor will be operating a motor vehicle on City properties or garages.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for three years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance are \$5,000,000 each occurrence, \$5,000,000 aggregate.

PRIVACY AND BREACH OF INFORMATION LIABILITY INSURANCE that shall protect the Contractor against legal liability brought by third parties alleging one or more of the following actions arising from work performed while providing services in the performance of this contract, and if the Contractor will have access to, or maintain, sensitive employee information such as social security numbers, birthdates, addresses, or information regarding an employee's test and training performance.

- a. Dissemination of Information in Violation of Right of Privacy;
- b. Collecting Information in Violation of Right of Privacy;

- c. Theft and use of Information in Violation of Right of Privacy;
- d. Breach of privacy due to theft of data (e.g. credit cards, financial or health related data).

The minimum acceptable limits of liability to be provided by such liability Insurance are: \$2,000,000 each occurrence, \$4,000,000 general aggregate. This coverage may be provided as a separate policy, or included another coverage line such as the Contractor's general liability policies.

INSURANCE POLICIES/CERTIFICATE OF INSURANCE

CONTRACTOR will furnish the CITY with two (2) copies of the policies, or a certificate(s) of insurance evidencing policies, required in Paragraphs _____ of this Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required in Paragraph _____ above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of this agreement. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of this Agreement/Contract, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of this agreement. Failure of the City, and, or the City's designated agents for this Contract/Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in this Contract/Agreement.

SUBCONTRACTOR'S INSURANCE: The Contractor will require each of his Sub-Contractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Sub-contractor will furnish to the Contractor two (2) copies of the policies, or certificates of insurance, evidencing the applicable insurance. The Sub-Contractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City

INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of the Agreement.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under the Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Agreement, or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. A Contract modification or Amendment to the Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Contract.

CITY OF NORFOLK BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to the Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

DEFAULT AND TERMINATION

If Contractor fails or refuses to perform any of the terms of the Agreement, including poor services, work or materials, the City may, by written notice to Contractor, terminate the Agreement in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

TERMINATION OF AGREEMENT

Should the contract agreement not be renewed between the Contractor and the NSO, the Contractor shall continue to provide the originally agreed upon necessary medical services up through the last date of the contract; and shall fully cooperate with the NSO and the replacement Contractor to ensure a smooth transition of medical services. Failure to continue to provide services up through the last date of the contract unless an earlier termination date has been mutually agreed upon in writing may cause an interruption of payment for services rendered. In addition to other provisions included in this contract, the Sheriff may impose financial penalties up to ten thousand dollars (\$10,000) per month after providing reasonable notice and withhold the same from monthly payments due the Contractor any time the Contractor fails to carry out the requirements if, in the opinion of the Sheriff, the performance of the

contract is unreasonably delayed or for violating contract conditions. Such reduction will be for a minimum of one (1) month and will continue until compliance has been met by the Contractor.

The Sheriff will provide the Contractor with notice of any conditions which are endangering performance and if, after such notice, the Contractor fails to remedy such conditions within ten (10) days to the satisfaction of the Sheriff, the Sheriff may, in writing and at his option, terminate the contract without further notice to the Contractor for unreasonable delay in services, violating contract conditions, non-compliance and/or non-performance in the execution of this contract. The Sheriff has the right to seek, from the Contractor, any and all damages under applicable section of the contract. The Sheriff reserves the right to order the Contractor to stop work immediately and vacate the premises or to specify a specific termination date for the Contractor services.

PRICE INCREASE/DECREASE

Compensation to the Contractor for the Base Compensation and the Hospitalization Service for succeeding years (after the first year of the Agreement) will be as mutually negotiated by both parties. However, any increase in compensation agreed to must not cause the “yearly average inmate cost” to increase by a greater percentage than the percentage change in the Consumer Price Index for the Medical care (CPIMEDSL), Not Seasonally Adjusted, the U.S. city average, Component of the U.S. City Consumer Price Index for all Urban Consumers published by the United States Department of Labor during the previous twelve months reported from XXXX to XXXX or 4% whichever is lower. The “yearly average inmate cost” must be calculated by dividing the base compensation by the average daily inmate resident population stated in Part III, section B and section E of the most recent agreement. Notwithstanding this section, additional modifications, including modifications to the base compensation, may be made to the resulting Agreement for material changes to the scope of services to be provided during the term of the Agreement that are agreed to by both parties.

ASSIGNMENT

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under the Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

INDEPENDENT CONTRACTOR

Contractor shall at all times act as an independent contractor in the performance of the Agreement. Neither Contractor nor its employees or agents shall represent themselves to be or be deemed to be, employees of the City.

CHANGES DUE TO LAWS

Notwithstanding anything herein to the contrary, if, after July 1, 2017 new NCCHC standards are issued or federal or state legislation is enacted which materially increases or decreases the cost to the successful offeror of providing health care services under this agreement, the NSO and the successful offeror agree to meet and negotiate in good faith regarding compensation or service requirement changes within (30) days following notice by one party to the other.

COST RECOVERY

The Contractor shall provide and operate a cost recovery system to bill inmates’ insurance companies, and governmental programs (Military retirees, union retirees, dependent insurance plans, or government entitlement programs – Medicare or Medicaid, as well any new programs added). The inmate’s insurance provider must be billed at the current Medicare rates for the International Statistical

Classification of Diseases (ICD) codes. The billing system must be operated in accordance with HIPAA regulations for medical privacy and Electronic Data Interchange (EDI). Billing practices must be in accordance with typical medical health care billing practices and meet Medicare requirements. Indigent inmates' cost must be written off as uncollectable.

The cost recovery methodology must be adjusted to meet the requirements of any new Federal or State medical programs and/or insurance programs instituted during the term of the contract as soon as they are available.

The Contractor shall provide weekly reports of services billed, the cost of services provided, monies collected, and delinquent accounts by name. The report must include names of all inmates who have preexisting conditions and insurance which resulted in no charge for services for outside medical facilities.

The Contractor shall ask every individual entering the NCJ if they have a medical insurance provider, or if they are receiving medical benefits from any retirement plan or any governmental program to include Medicare and Medicaid. Any monies recovered by the successful offeror cost recovery program will be placed back in the General Fund.

PHARMACY CAP

The parties agree that pharmacy expenses are included in the amounts noted in and that there is an annual aggregate cap of one hundred eighty thousand dollars (\$180,000.00) for all pharmacy services for the first year of the contract; one hundred eighty-six thousand dollars (\$186,000.00) for the second year of the contract; and one hundred ninety-two thousand dollars (\$192,000.00) for the third year of the contract, if applicable. The pharmacy cap for any subsequent years of the contract must be negotiated prior to the beginning date of the extended contract term. Should the actual costs for pharmacy services be less than the annual aggregate cap, the successful offeror shall remit the full amount of these savings to the Sheriff. Contractor shall provide the Norfolk Sheriff's Office Director of Finance with a monthly report of pharmacy costs.

OFF-SITE SERVICES CAP

The parties agree there is an annual aggregate cap of two hundred fifty thousand dollars (\$250,000.00) for all off-site services for the first year of the contract; two hundred fifty-nine thousand dollars (\$259,000.00) for the second year of the contract; and two hundred sixty-eight thousand dollars (\$268,000.00) for the third year of the contract, if applicable. The off-site services cap for any subsequent years of the contract must be negotiated prior to the beginning date of the extended contract term. Should the actual costs for off-site services be less than the amount of the annual aggregate cap, the successful offeror shall remit the full amount of these savings to the Sheriff. The Contractor shall provide the Norfolk Sheriff's Office Director of Finance with a monthly report of the costs for off-site services.

SEVERABILITY

If any provisions of the Agreement are held to be unenforceable, the Agreement shall be construed without such provisions.

WAIVER

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

CHANGES

The Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

GOVERNING LAW AND VENUE

The Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in the City of Norfolk.

ETHICS IN PUBLIC CONTRACTING

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Contractor, pursuant to the Agreement are proper and in accordance therewith.

NONDISCRIMINATION

In the performance of the Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §§33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

DRUG FREE WORKPLACE

During the performance of the Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by the City, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. As a condition of continued service on the contract, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

SECTION IV– PROPOSAL SUBMITTAL REQUIREMENTS

A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and five (5) additional copies, each including a photocopy of the original signed Proposal Cover Page (six (6) copies total), and one (1) electronic CD copies. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The original proposal and copies shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this RFP to:

City of Norfolk, Virginia
Office of the Purchasing Agent
232 E. Main Street, Suite 250
Norfolk, Virginia 23510
RFP 5226-0-2017/DH - Comprehensive Medical, Dental and Mental Health Services for Inmates of the Norfolk City Jail

The exterior of the envelope or package must indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the RFP. The time and date of receipt must be indicated on the envelope or package by the Office of the Purchasing Agent. Pricing must be submitted in a separate envelope.

B. Proposal Standards:

Proposals must meet standards of professional writing established for the type of report or written material provided, must be thoroughly researched for the accuracy of content, must be grammatically correct and not contain spelling errors and must be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this RFP must comply with the following guidelines:

- All copies must be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies must be double-sided;
- Covers or binders must be recyclable, made from recycled materials, and/or easily removable to allow for recycling of pages (proposals with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided;
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and
- Proposals must address the below areas, not exceeding the stated page limitations (if any). The proposal is limited to a page size of 8 ½" x 11", single space and type size must not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below, there is no page limit.

C. Unnecessarily Elaborate Responses:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive artwork, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

D. Format of Proposals

Offeror shall respond to this RFP with a written proposal in the format outlined below. The proposal must include, at a minimum, the following sections, each under separate tabs. Numbered tabs and dividers are required for each of the sections listed and in the order below:

- I. RFP Cover Page
- II. Executive Summary
- III. Qualifications
- IV. Experience
- V. Approach/Methodology
- VI. Response to Questions
- VII. References
- VIII. Exceptions
- IX. Attachments

I. RFP Cover Page:

Offerors shall complete the first page of the RFP, sign and submit with their proposal. Attachments B, C, D, E, F and G must be completed and initialed or signed as applicable and submitted as part of the proposal.

II. Executive Summary:

The Offeror's proposal must contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities, and other creative approaches.

III. Qualifications:

Prepare a qualifications statement that details Offeror's ability to provide recent similar services solicited in this RFP. Write a short narrative statement of your firm's history, ownership, size in personnel, in-house resources, knowledge of Norfolk market, and résumé of key staff members who will participate in the contract shall be included. Any general résumé format will be accepted but no more than two (2) pages per individual's résumé. Provide documentation of licensure and insurance.

Offeror shall provide the credentials of the key program staff members and the manager's portfolio of experience, as well as an organizational chart which describes the division of responsibilities among the members of the staff. Offeror shall also provide all relevant certifications, include the names of subcontractors, their identification, their areas of expertise, and a description of how they will be used in the performance of the services.

If subcontractor(s) is/are included in your proposal as major part of your team's capabilities and anticipated service, provide a brief description of each subcontractor(s), their anticipated supporting role, and key subcontractor staff who will be assigned to this contract.

IV. Experience:

Provide a corporate overview of the firm's expertise and relevant experiences to deliver the services as described in the RFP *Statement of Needs*, including a summary of current

operations, financial information, and ownership. If Subcontractor(s) is/are included, provide their relevant experience in this section.

- V. Provide responses to the questions location in Section I, C: Scope of Service; 7. Offeror Requirements; B: Questions.

VI. Approach/Methodology:

Offeror shall detail the proposed approach/methodology to provide the requested services and capacity of current or future staff to meet the demands of the City.

Describe in detail how your firm plans to execute the services identified in the RFP.

The Offeror shall:

- a. Detail its understanding of the scope of the project, its technical requirements, and the proposed methodology for delivery of services with particular emphasis on the strategic consulting services. Information and data that the Offeror will require from the City must be identified in this section.
- b. Demonstrate experience working collaboratively with public and private stakeholders in a wide range of settings (i.e., one-on-one meetings, group meetings, community forums and formal presentations before elected or appointed bodies).

VII. References:

Provide names, addresses and telephone numbers of at least three (3) references for whom your agency provided services as requested above in the past two (2) years, from the date of issuance of this RFP. At a minimum, Offerors shall provide the following information: Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; Contact person's email address and phone number; and Description of the services provided by your firm for the client, and annual dollar volume per account. Please indicate the manner in which these accounts were lost (if applicable).

VIII. Exceptions:

Identify any exceptions to the RFP or City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed. NOTE: a review of exceptions to the City's Contractual Terms and Conditions will not be performed during the evaluation of written proposal, and is therefore not part of the evaluation criteria for review of written proposals.

IX. Attachments:

Attachments A through F, completed, signed or initialed as necessary.

SECTION V - ATTACHMENTS

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

Attachment A: Anti-Collusion Statement

In the preparation and submission of this proposal, on behalf of _____ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that the Agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: _____ Title: _____

Name: _____ Date: _____

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Attachment B: Ethics in Public Contracting

Sec. 33.1-86. - Purpose.

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

Sec. 33.1-88. - Solicitation or acceptance of gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-89. - Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value is exchanged.
(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-91. - Kickbacks.

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

1. Submit a bid or proposal for that procurement or any portion thereof; or
2. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.

2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.
(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-92.3. - Misrepresentations prohibited.

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.
(Ord. No. 43,223, § 2, 9-9-08)

Sec. 33.1-93. - Penalty for violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.
(Ord. No. 33,095, § 1, 9-11-84)

State Law reference— Similar provisions, Code of Virginia, § 11-80.
Sec. 33.1-94—33.1-100. - Reserved.

Initial: _____

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Attachment C: Nondiscrimination

Sec. 33.1-53. - Employment discrimination by contractor prohibited.

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontractor or purchase order of over ten thousand dollars (\$10,000.00) so that the provisions will be binding upon each subcontractor or vendor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 39,912, § 1, 4-11-2000)

Initial: _____

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Attachment D: Debarment Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: _____ Title: _____

Name: _____ Date: _____

Attachment E: Compliance with Federal Immigration Law

1. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect, (Please fill in with your enterprise's complete name) _____ does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

2. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

3. NOTICE.

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: _____ Title: _____

Name: _____ Date: _____

Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia

I. CERTIFICATION.

A. The offeror (Please fill in with your enterprise's complete name)
_____ certifies that it is organized or authorized to transact
business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

II. INSTRUCTIONS.

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: _____ Title: _____

Name: _____ Date: _____

Attachment G: NSO Monthly Indicator Report (Medical) – FY2013

Weekend / Holiday /

No Activity

Revision was submitted

Have not received

indicator sheet

[illegible]

Veni Puncture	124	90	125	123	108	112	112	67	39	54	62	59	1075	90
Non-Scheduled	182	150	202	210	293	262	305	255	219	216	202	241	2737	228
Treatments	1354	1296	1264	1251	1472	1676	1963	1535	1343	1813	1820	1663	18450	1538
Emergency room runs	1	5	6	5	2	4	6	7	6	3	5	5	55	5
Inmates to Outside Medical Appointments	1	1	1		1			4	1	2	1	4	16	1
Inmate Deaths			1			1							2	0
Medication Refusals AM	925	830	935	943	1032	575	771	665	663	526	274	317	8456	705
Medication Refusals PM	561	423	565	513	506	381	380	390	363	307	196	136	4721	393
Mental Health														
Total Mental Health Inmates	119	120	123	127	127	135	137	142	127	121	123	114		126
Mental Health Males	97	100	102	100	97	98	98	99	88	84	89	80		94
Mental Health Females	22	20	21	27	30	37	39	43	39	37	34	33		32
Assessments by Licensed Clinical Social Worker and Mental Health Coordinator	649	620	646	660	687	629	651	636	576	672	504	549	7479	623
Assessments by Psychiatrist	40	42	47	49	43	38	39	47	37	42	23	39	486	41
Inmates Seen by Norfolk Community Service Board														
Follow-ups by Psychiatrist	57	60	52	65	59	58	72	65	71	80	50	52	741	62
Inmates on Psychotropic Meds	107	107	108	114	115	122	122	125	115	109	107	101		113

Mental Health Court Liaison Visits	7	5	4	7	7	6	8	8	6	6	4	6	74	6
Dental														
Total Inmates Seen by a Dentist	128	132	161	149	172	127	109	155	122	72	125	115	1567	131
Initial Dental Sick Call Exams	74	79	103	87	81	60	76	84	70	47	72	68	901	75
Follow-up Dental Sick Call Exams	34	28	40	47	56	40	28	50	32	24	31	31	441	37
Annual Dental Exams	20	25	18	15	35	27	5	21	20	1	22	16	225	19
Dental Treatment Refusals	22	24	18	15	23	27	17	25	28	15	26	26	266	22
Outside Dental Referrals														

Attachment H: NSO Monthly Indicator Report (Medical) – FY2014

Weekend /
Holiday / No
Activity
Revision was
submitted
Have not received
indicator sheet

December-14	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	TOTAL	AVERAGE
Medical and Mental Health														
Total Inmates Seen Medical Unit	5425	5424	5238	5118	5366	5584	5183	4748	5195	5979	4513	4970	62743	5229
Medical														
Intake Screenings	698	630	660	750	788	709	742	730	732	740	586	639	8404	700
Total Sick Call Inmates Seen	1499	1300	1334	1372	1270	1381	1188	1177	1277	1413	1054	1221	15486	1291
Sick Call Males	1225	1043	1127	1087	1046	1151	1003	999	1077	1154	852	1041	12805	1067
Sick Call Females	274	257	207	285	224	230	185	178	200	259	202	180	2681	223
14 Day Physicals Completed	340	241	245	257	305	314	419	296	377	350	239	309	3692	308
14 Day Physicals Non-Compliance														
Annual Physicals	42	25	28	33	25	75	15	47	23	30	54	24	421	35
Total Diabetic Inmates	22	27	16	22	25	26	20	20	17	14	14	14		20

Diabetic Males	19	23	14	18	18	22	18	18	15	12	13	12		17
Diabetic Females	3	4	2	4	7	5	2	3	2	2	1	2		3
Total Diabetic Inmates Seen	35	42	24	33	43	43	32	34	29	26	29	24		33
Diabetic Males	30	35	20	26	31	36	29	30	25	24	27	21		28
Diabetic Females	6	6	4	7	11	8	2	4	4	2	2	3		5
Veni Puncture	83	94	71	99	121	117	66	41	76	104	52	110	1034	86
Non-Scheduled	249	229	204	209	240	232	228	200	199	259	130	213	2592	216
Treatments	1746	2143	1890	1616	1824	1984	1732	1528	1699	2156	1424	1508	21250	1771
Emergency room runs	11	13	7	13	7	6	6	4	2	6	6	3	84	7
Inmates to Outside Medical Appointments	1	6	4		1		3		1	2	5	2	25	2
Inmate Deaths				1					1				2	0
Medication Refusals AM	382	4350	3840	3036	2474	657	1132	858	692	656	370	301	18748	1562
Medication Refusals PM	263	1569	1568	1305	637	307	228	310	287	126	144	135	6879	573
Mental Health														
Total Mental Health Inmates	109	100	105	117	116	123	113	105	106	118	126	130		114
Mental Health Males	77	73	73	86	90	93	88	77	76	83	93	97		84
Mental Health Females	32	28	32	31	26	30	25	28	31	35	33	33		30
Assessments by Licensed Clinical Social Worker and	528	513	529	525	520	482	512	478	528	621	744	649	6629	552

Mental Health Coordinator														
Assessments by Psychiatrist	13	15	46	29	34	33	32	29	34	34	26	44	369	31
Inmates Seen by Norfolk Community Service Board														
Follow-ups by Psychiatrist	50	44	59	47	57	48	64	57	65	49	43	86	669	56
Inmates on Psychotropic Meds	97	89	93	105	101	112	105	96	97	107	117	123		104
Mental Health Court Liaison Visits	5	4	2	5	1								17	1
Dental														
Total Inmates Seen by a Dentist	130	129	137	135	131	160	144	127	153	189	121	138	1694	141
Initial Dental Sick Call Exams	73	69	74	88	72	85	74	74	84	118	80	94	985	82
Follow-up Dental Sick Call Exams	23	37	32	29	39	58	54	30	49	50	29	36	466	39
Annual Dental Exams	34	23	31	18	20	17	16	23	20	21	12	8	243	20
Dental Treatment Refusals	55	33	13	37	29	27	34	39	20	28	24	27	366	31
Outside Dental Referrals														

Attachment I: NSO Monthly Indicator Report (Medical) – FY2015

Weekend / Holiday / No
Activity

Revision was submitted

Have not received
indicator sheet

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	TOTAL	AVERAGE
Medical and Mental Health														
Total Inmates Seen Medical Unit	5228	5309	5323	5033	5247	5158	6107	5051	5069	4617	4118	4136	60396	5033
Medical														
Intake Screenings	792	545	722	698	717	669	684	754	657	651	544	619	8052	671
Total Sick Call Inmates Seen	1216	1099	1182	1140	1173	1187	1239	1110	1063	1033	904	1007	13353	1113
Sick Call Males	994	902	972	1002	1099	1131	1183	1076	1007	1024	893	984	12267	1022
Sick Call Females	222	197	210	138	74	56	56	34	49	9	11	23	1079	90
14 Day Physicals Completed	289	300	310	303	271	243	300	253	233	301	239	246	3288	274
14 Day Physicals Non-Compliance														
Annual Physicals	36	31	50	29	33	30	26	24	18	13	20	18	328	27
Total Diabetic Inmates	15	17	16	14	17	14	16	17	19	15	18	18		16
Diabetic Males	12	14	13	13	15	13	15	15	17	14	17	17		15
Diabetic Females	3	3	3	1	2	1	2	1	1	1	1	1		2
Total Diabetic Inmates Seen	26	31	29	24	30	25	29	30	36	26	33	28		29
Diabetic Males	21	25	25	22	28	23	26	28	34	24	32	26		26
Diabetic Females	5	5	4	2	3	2	3	2	2	1	1	2		3

Veni Puncture	95	90	102	110	95	75	70	79	74	82	87	65	1024	85
Non-Scheduled	210	166	181	185	200	207	209	168	191	150	104	144	2115	176
Treatments	1724	1448	1806	1675	1918	1801	1879	1873	2015	1615	1512	1583	20849	1737
Emergency room runs	3	2	2	2	7	2	2	2	4	2	1	1	30	3
Inmates to Outside Medical Appointments	2		1		2	1		2	1				9	1
Inmate Deaths														
Medication Refusals AM	468	488	643	560	457	527	653	844	955	1334	1009	1133	9071	756
Medication Refusals PM	193	232	286	202	181	183	248	148	160	213	213	152	2411	201
Mental Health														
Total Mental Health Inmates	132	138	144	128	124	141	142	141	149	134	140	149		138
Mental Health Males	99	97	105	110	121	140	141	140	147	134	140	145		127
Mental Health Females	33	40	39	18	3	1	1	1	2			4		142
Assessments by Licensed Clinical Social Worker and Mental Health Coordinator	548	552	658	612	542	652	585	542	546	525	458	169	6389	532
Assessments by Psychiatrist	40	34	56	40	40	43	39	33	38	30	30	49	472	39
Inmates Seen by Norfolk Community Service Board														
Follow-ups by Psychiatrist	73	56	73	75	63	79	66	72	57	57	72	75	818	68
Inmates on Psychotropic Meds	128	135	142	122	122	137	137	135	141	131	139	146		135
Mental Health Court Liaison Visits										1			1	0
Dental														
Total Inmates Seen by a Dentist	174	130	151	140	156	144	145	109	136	132	114	132	1663	139
Initial Dental Sick Call Exams	96	69	79	77	84	87	99	67	89	84	69	90	990	83

Follow-up Dental Sick Call Exams	52	39	55	43	67	42	43	33	41	42	38	42	537	45
Annual Dental Exams	26	22	17	20	5	15	3	9	6	6	7		136	11
Dental Treatment Refusals	30	28	27	25	25	24	29	28	33	29	29	9	316	26
Outside Dental Referrals											1		1	0

Attachment J: Average Daily Inmate Population by Month

MONTH	2013	2014	2015
JAN	1376	1435	1287
FEB	1427	1419	1261
MAR	1387	1366	1237
APR	1364	1367	1211
MAY	1383	1405	1174
JUN	1442	1380	1158
JUL	1464	1375	1125
AUG	1487	1342	1116
SEP	1467	1340	1145
OCT	1466	1346	1120
NOV	1479	1285	1055
DEC	1423	1266	1066
ANNUAL AVERAGE	1430	1360	1163

Attachment K: Inventory of Medical Equipment

LOCATION	INSTRUMENT / EQUIPMENT DESCRIPTION	MAKE	MODEL	SERIAL#
3 Medical Clinic	B.P. Unit	Tycos	Wall	
3 Medical Clinic	B.P. Unit	Tycos	Wall	
3 Medical Clinic	B.P. Unit	Welch Allyn	portable	
3 Medical Clinic	Centrifuge	LabCorp	642E	520112-1438
3 Medical Clinic	Centrifuge	LabCorp		
3 Medical Clinic	EKG	Midmark		11250115723
3 Medical Clinic	Lamp	Welch Allyn	Floor	
3 Medical Clinic	Nebulizer	Schuco	S5000	123031485
3 Medical Clinic	Oto/Ophthalmoscope	Welch Allyn	Wall	859
3 Medical Clinic	Oto/Ophthalmoscope	Welch Allyn	Wall	
3 Medical Clinic	Examination table	Midmark	404	AX064489
3 Medical Clinic	Examination table	Midmark	404	AX064488
3 Medical Clinic	Scale	Detecto		855
3 Medical Clinic	Scale	Detecto		862
3 Medical Clinic	Portable Privacy Screen			
3 Medical Central	AED	Heart stream	FR2+	0301026571
3 Medical Central	Refrigerator	Frigidaire	FFTR18212 B5A	BA63805109
8 Medical Clinic	B.P. Unit	Tycos	Wall	
8 Medical Clinic	B.P. Unit	Tycos	Wall	
8 Medical Clinic	B.P. Unit	Welch Allyn	portable	
8 Medical Clinic	Light Box		Wall	
8 Medical Clinic	Oto/Ophthalmoscope	Welch Allyn	Wall	851
8 Medical Clinic	EKG	GE	MAC1200	
8 Medical Clinic	Nebulizer	Opti Neb Pro		084900
8 Medical Clinic	Examination table	Midmark		
8 Medical Clinic	Examination table	Midmark	440	AX20667
8 Medical Clinic	U.V. Light	Brandt		
8 Medical Clinic	Portable Privacy Screen			
8 Medical Clinic	Scale	Detecto	Floor	

8 Medical Clinic	Gurney	Stryker	wheeled	812
Booking	AED	Philips Heart start	AED Plus	
Dental Clinic	Autoclave	MidMark	M-9	
Dental Clinic				
Dental Clinic	Chair	Adec		61127800
Dental Clinic	Curing Station	Henry Schein		AV11973
Dental Clinic	Ultrasonic Cleaner	Henry Schein	SCHEIN	03006-394016
Dental Clinic	Ultrasonic Scaler	Henry Schein	ACCLEAN Pro	03377L
Dental Clinic	Dental Xray	Gendex		770-120595OP
Dental Clinic	X-ray Processor	Air Techniques	Peri Pro II	
3 Medical Central	AED	Heart Start	AED	0904130300
3 Medical Central	Refrigerator (Specimen only)	GE	TAX4DNXDW H	SR080555
3 Medical Central	Refrigerator (Specimen only)	Sanyo	SR360W	940402319
3 Medical clinic	Scale	Detecto	Floor	
3 Medical Clinic	Refrigerator/white	GE		
X-Ray	Portable X-Ray Machine	GE		
Eighth Floor	X-Ray Film Processor	Konica		SRX-101A
Eighth Floor	Examination Table	Hamilton		
Eighth Floor	View Box	Wolf		

Attachment L: Medical Department Furniture & Fixture Inventory

Revised: October 25, 2016

Description	Quantity	Location
Desk	1	HSA Office
Work Table	0	HSA Office
Credenza	0	HSA Office
Chairs	4	HSA Office
Vertical Filing Cabinet (4 Drawer)	0	HSA Office
Horizontal Filing Cabinet (2 Drawer)	1	HSA Office
Book Case (6 Shelves)	1	HSA Office
Air King Heater	0	HSA Office
Trash Receptacles	1	HSA Office
Danby Fridge	1	HSA Office
Metal X-Ray Filing Cabinet (5 Shelves)	1	X-RAY
Chair	1	X-RAY
X-Ray Film Storage Container	1	X-RAY
X-Ray Label Machine (Acker)	1	X-RAY
Work Table	0	Pharmacy
Biohazard Storage Boxes	2	Dental
Chair	3	Dental
Work Table	2	Dental
Portable Cart	1	Dental
Dental Supply Cart	1	Dental
Compressor	1	Dental
Generator	1	Dental
Printer	1	Mental Health
Small Refrigerator (Sanyo)	1	Mental Health
5 Shelf Metal Storage Cabinet	1	Mental Health
Chairs	4	Mental Health
Desk	2	Mental Health
5 Shelf Book Case	1	Mental Health
Air King Heater	1	Mental Health
Trash Receptacles	2	Mental Health
Vertical Filing Cabinet (4 Drawer)	1	Medical Storage
Plastic Shelving (5 Shelves)	5	Medical Storage
Portable Examination Privacy Screens	0	Medical Storage
Shredder Box	1	Medical Storage
Horizontal Filing Cabinet	1	Director of Nursing
Vertical Filing Cabinet (4 Drawer)	1	Director of Nursing
Desk	2	Director of Nursing
Chairs	2	Director of Nursing
Printers	2	Director of Nursing
Trash Receptacles	1	Director of Nursing
Refrigerator Small GE	1	Director of Nursing
Portable Air Conditioner	0	Director of Nursing
Desk	1	Medical Central
Vertical Filing Cabinet (4 Drawer)	1	Medical Central

Chairs	9	Medical Central
Work Table	3	Medical Central
Refrigerator, White	2	Medical Central
Book Shelves	1	Medical Central
Air King Heater	0	Medical Central
Portable Work Station	2	Medical Central
Wheel Chair	0	Medical Central
Wall Mounted Sharps Container	1	Medical Central
Trash Receptacles	3	Medical Central
Portable Bio-Hazard Container	1	Medical Central
Credenza	1	Medical Central
Desk	3	8MED Clinic
Examination Stools	0	8MED Clinic
Bio-Hazard Container (Step-on Type)	1	8MED Clinic
Trash Receptacles	2	8MED Clinic
Mayo Stands	2	8MED Clinic
Wall Mounted Sharps Container	1	8MED Clinic
Chairs	3	8MED Clinic
Book Shelf	1	8MED Clinic
Wall mounted X-Ray Chart Box	1	8MED Clinic
Plastic Shelving Stand (3 Shelves)	1	8MED Clinic
I.V. Pole	1	8MED Clinic
Small Portable stand	1	8MED Clinic
Medical Records Storage Unit	0	Medical Records
Desk	2	Medical Records
Chairs	2	Medical Records
Book Shelve (4 Shelves)	1	Medical Records
Step Stool	0	Medical Records
Trash Receptacle	1	Medical Records
Desk	1	Doctor's Office
2 Drawer Horizontal Filing Cabinet	1	Doctor's Office
5 Drawer Metal Filing Cabinet	1	Doctor's Office
Chairs	3	Doctor's Office
Trash Receptacle	1	Doctor's Office
Printer	1	Doctor's Office
Chair	1	Booking
Trash Receptacle	1	Booking
Sharps Container	1	Booking
Portable Type Container Desk	2	Booking
Glove Container	1	Booking
Desk	4	3MED Clinic
Chairs	5	3MED Clinic
Examination Stools	0	3MED Clinic
Examination Lamps	2	3MED Clinic
I.V. Pole	1	3MED Clinic
Portable Examination Privacy Screen (Green)	2	3MED Clinic
Gurney	1	3MED Clinic
Trash Receptacle	5	3MED Clinic
Wall Mounted Sharps Container	1	3MED Clinic

Bio-Hazard container	1	3MED Clinic
Wall Mounted Blood Pressure Cups	2	3MED Clinic
Portable Utility Cart	1	3MED Clinic
Wheel Chair	3	3MED Clinic

Attachment M: Minimum Staffing Requirements

Norfolk City Jail Medical Matrix – MANDATED DAILY STAFFING - 2016 Contract								
Norfolk City Jail Average Daily Population = 1,275								
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hrs./Week
DAY SHIFT (0630-1430)								
Health Administrator	8	8	8	8	8	0	0	40
Director of Nursing	8	8	8	8	8	0	0	40
Medical Director	8	8	8	8	8	0	0	40
Physician's Assistant	8	8	8	8	8	0	0	40
Medical Records Supervisor	8	8	8	8	8	0	0	40
Medical Records Clerk	8	8	8	8	8	0	0	40
Psychiatrist	4	0	4	0	4	0	0	12
LCSW-Mental Health	8	8	8	8	8	0	0	40
M. Health Professional	8	8	8	8	8	0	0	40
RN	8	8	8	8	8	8	8	56
LPN – Clinic Nurse	8	8	8	8	8	0	0	40
LPN – Pharmacy Coordinator	8	8	8	8	8	0	0	40
LPN – Medications (x3)	24	24	24	24	24	16	16	152
LPN – Intake (Booking)	8	8	8	8	8	8	8	56
Dentist	8	8	8	8	8	0	0	40
Dental Assistant	8	8	8	8	8	0	0	40
Admin. Asst.	8	8	8	8	8	0	0	40
Clinic Office Asst.	8	8	8	8	8	0	0	40
X-Ray Technician	0	2	0	0	2	0	0	4
TOTAL HOURS - DAY								840
EVENING SHIFT (1430-2230)								
RN	8	8	8	8	8	8	8	56
LPN – Medications (x3)	24	24	24	24	24	16	16	152
LPN - Clinic	8	8	8	8	8	8	8	56
LPN – Intake (Booking)	8	8	8	8	8	8	8	56
TOTAL HOURS - EVENING								320
NIGHT SHIFT (2230-0630)								
RN	8	8	8	8	8	8	8	56
LPN – Medications/Clinic	8	8	8	8	8	8	8	56
LPN – Intake (Booking)	8	8	8	8	8	8	8	56
TOTAL HOURS - NIGHT								168
TOTAL HOURS - WEEK								1328

Attachment N: Performance Bond

CITY OF NORFOLK
810 Union Street
Norfolk, Virginia 23510

(CORPORATE SECURITY)

BOND NO: _____ DATE BOND EXECUTED: _____

PRINCIPAL:

SUM OF BOND:

DATE OF CONTRACT:

CO-PRINCIPAL(S):

CONTRACT NAME:

SURETY (IES)

CONTRACT NO.:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s), and Surety (ies) hereto recite and declare that:

1. We are held and firmly bound to the obligee City of Norfolk, Virginia (hereinafter called "City") and the Norfolk Sheriff's Office (hereinafter called "NSO"), in the sum written above in lawful money of the United States of America to be paid to the City, its successors or assigns, for the payment whereof Principal(s), Co-Principal(s), and Surety (ies) bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the Bond.
2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Agreement identified above, which Agreement is incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the NSO and the City.

3. (A) It shall be the duty of the Principal to notify Surety of any revision of the plans, profiles and specifications referred to in the Agreement. Except as otherwise provided herein, Surety expressly waives any right to receive notice from obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Agreement which are required to meet City or State standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond; except that the principal shall submit to the Surety for review and approval and the Surety shall have the right to review and approve any such revision which:
- (1) adds additional subdivision lots to those shown in the original plat of the subdivision, site plan or construction plan referred to in the Agreement;
 - (2) grants the Principal any extension of time beyond the period provided for in the Agreement for completion of its obligations under the Agreement; or
 - (3) increases the cost of remaining construction and improvements under the Agreement by more than ten percent of the original sum of the Bond, as established by the estimate of Principal; provided, however, that the Surety shall be in all cases conclusively bound for purposes of this subparagraph by the estimate rendered by the Principal to the NSO or the City as to the cost of any such revision. Where revisions are made without approval of Surety as required by this Subparagraph No. 3(A) (3), Surety shall be released from any liability for that part of such revision in excess of ten percent of the original sum of this Bond; provided, however, that such revision without review and approval of Surety as required under this Subparagraph No. 3(A) (3) shall not otherwise operate as a release or discharge of any obligation of Surety under this Bond.
- (B) The failure or refusal of the NSO or the City to take any action, proceeding, or step to enforce any remedy or exercise any right under the Agreement or the taking or any action, proceeding, or step by the NSO or the City, acting in good faith upon the belief that same is permitted by the provisions of the Agreement shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns from liability under this Bond. Except as set forth herein, Surety hereby waives notice of any amendment, indulgence made, granted or permitted.
- (C) The City and NSO, Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby.
- (D) In the event of a default as defined in Paragraph No. 4(A) of this Bond, the NSO or the City may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the project.

4. (A) A default shall be deemed to have occurred on the part of the Principals if Principal shall fail to complete its obligations under the Agreement within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the judgment of the City Manager, the Principal has:
- (1) abandoned the performance of its obligations under the Agreement; or
 - (2) renounced or repudiated its obligations under the Agreement; or
 - (3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Agreement cannot be completed within the time allotted under the Agreement.
- (B) If Principal defaults in the performance of all or any part of the obligations specified in the Agreement the City Manager or the City Attorney, shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the NSO and the City stating whether it will assume the Agreement and the obligations of the Principal, and should it elect to assume said obligations Surety shall be required to complete the Agreement according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Agreement and approved extensions thereof in the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the NSO and the City may proceed as provided in Paragraph No. 5 of this Bond.
5. Should Surety following notice of default notify the NSO and the City that it elects not to assume the obligations of Principal under the Agreement; or fail within 45 days of receipt of the default notice as provided in Paragraph No. 4(B) above to notify the NSO and the City whether it elects to assume the obligations of Principal under the Agreement; or, having elected to assume the obligations of Principal, should it then fail to perform; then in any event the NSO and the City may elect any of the following procedures or any combination thereof:
- (A) terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the project;
 - (B) take over or re-let all or any part of the work under the Agreement which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to the NSO and the City for the costs incurred in completion and/or correction thereof. Such costs shall include maintenance and/or deterioration, but shall not include more than ten percent administrative and supervisory costs. The amount of the NSO's and the City's actual costs for completion and/or correction of the work required under the Agreement shall be conclusive of the extent of the liability of Principal and Surety; provided, however, that Surety's liability shall in no case be greater than the sum of this Bond;

(C) within six months of default as defined in Paragraph No. 4(A), bring suit, action or proceeding to enforce the provisions of this Bond; except that the NSO and the City shall not be required to file suit, and the six months limitation shall be tolled, during the period in which Surety has elected to perform and is performing the obligations of Principal under Paragraph No. 4(B). In the event that any such suit, action, proceeding shall consist of and not be limited to the cost of completion and/or correction of the work as required by the Agreement. Such costs shall be determined as of the earliest of the following three dates:

- (1) the date of completion and/or correction of the work as defined in the Agreement;
- (2) 18 months from the date suit is filed hereunder;
- (3) date of trial.

Provided, however, that should the NSO or the City delay in filing suit beyond 6 months after the default, costs recoverable by the NSO and the City hereunder shall nonetheless be determined as of a date not later than 24 months from the date of default; and that the liability of Surety shall in no case be greater than the sum of this Bond.

6. Surety shall have the right, at any time within 45 days of the default notice provided for in Paragraph No. 4(B) hereof, to demand that the City Manager, state a sum constituting the estimated costs, of that time, of completion and/or correction of the work required under the Agreement, such as costs as defined in Paragraph No. 5(C). Should it so elect, Surety may then pay over to the NSO and the City the sum so stated and be released from any further obligations under this Bond. Provided, however, that the Surety shall in no event be required to pay over any such sum to the NSO and the City, nor any other sum under this Bond, prior to judgment in a suit hereunder. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the NSO and the City's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the NSO and the City will return the excess, with legal interest to Surety, after completion of the work.
7. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be the City of Norfolk, Commonwealth of Virginia, and it is further understood and agreed that this contract shall be governed by the laws of the Commonwealth of Virginia, both as to interpretation and performance.
8. All notices sent to the Principal(s), Co-Principal(s) and Surety (ies) shall be sent to the addresses set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety (ies) notify the City Manager and the City Attorney in writing of such change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the City Manager and City Attorney in writing of such change. Failure to notify the City Manager and the City Attorney of any change in address is deemed to be a waiver

of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety (ies). All written notice to the NSO and the City required under the Bond shall be sent certified mail and addressed to City Manager, City of Norfolk, with a copy to the City Attorney.

9. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.
10. No party other than the NSO and the City shall have any rights under this Bond as against the Surety (ies).
11. Approval of this Bond by the NSO and the City shall be deemed acceptance without further notice to the Principal(s), Co-Principal(s) and/or Surety (ies).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed as of the day and year set forth.

PRINCIPAL

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

By: _____

Signature

Signature

(Type Name and Title)

(Type Name and Title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

Notary Public

CO-PRINCIPAL

Type of Organization: _____

Legal Name of Organization: _____

State of Incorporation: _____

Address:

Authorized Signature(s):

By: _____ by: _____
Signature Signature

(Type Name and Title)

(Type Name and Title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City aforesaid, do hereby certify that _____ whose name is signed to the foregoing bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

Notary Public

CORPORATE SURETY

Type of Organization: _____

Legal Name and Address: _____

Liability Limit: _____

By: _____

Signature

By _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY (IES)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____ Attorney-in-Fact for the
_____ whose name is signed to the foregoing
bond, this day personally appeared before me in my State and County/City aforesaid and acknowledged
the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____ Notary Public

CITY OF NORFOLK, OWNER

NORFOLK SHERIFF'S OFFICE, OWNER

CONTENTS APPROVED:

Norfolk Sheriff

APPROVED AS TO FORM:

Deputy City Attorney

NOTE: Date of bond must not be prior to date of Contract. If contract is a partnership, all partners should execute bond.

IMPORTANT: The Surety named on this bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the Surety at the time of the signing of this bond.